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15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18 REDDIT, INC.,
19 Plaintiff,

20 v.

21 ANTHROPIC PBC,
22 Defendant.

Case No. 3:25-cv-5643-SI

**ANTHROPIC PBC'S OPPOSITION TO
PLAINTIFF'S MOTION TO REMAND**

Hearing: October 10, 2025
Time: 10:00 a.m.
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Judge: Hon. Susan Y. Illston

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1 I. INTRODUCTION

2 The essence of Reddit’s Complaint is that Anthropic allegedly copied user-generated
3 content from Reddit’s platform without paying licensing fees to Reddit. That is a quintessential
4 copyright claim. Reddit cannot bring that claim, however, because it does not actually hold any
5 copyrights in the content at issue. Reddit’s “solution” was to sue Anthropic in state court and
6 artfully plead its copyright-like claims in contract and tort. But these mere labels do not and
7 cannot change the gravamen of Reddit’s suit or the proper forum for it.

8 This federal Court is the proper forum for Reddit’s claims, because at least one claim is—
9 and in fact, most are—completely preempted by the Copyright Act and thus, in effect, arises
10 under federal law. Reddit casts this type of preemption as “rare.” Not so. Courts in this and
11 other circuits—including this Court, in *Yu v. ByteDance Inc.*, No. 23-cv-03503-SI, 2023 WL
12 5671932 (N.D. Cal. Sept. 1, 2023)—have consistently found state law claims completely
13 preempted where they do not implicate rights that are qualitatively different from those protected
14 by the Copyright Act. The majority of Reddit’s claims fit this mold: its claims for breach of
15 contract, unjust enrichment, and tortious interference, as well as most of its unfair competition
16 claim, fundamentally implicate core rights granted by copyright law, with no substantive “extra
17 elements.” The remaining claims that are not preempted, trespass to chattels and unfair
18 competition premised on the same, arise from the same common nucleus of operative facts, and
19 the Court therefore can and should exercise supplemental jurisdiction. The Court should deny
20 Reddit’s motion to remand and retain jurisdiction.

21 II. BACKGROUND

22 A. Anthropic’s Transformative AI Systems

23 Anthropic is a public benefit corporation whose mission is to develop transformative AI
24 that benefits humanity. Complaint (“Compl.”) ¶¶ 4, 23.¹ In particular, Anthropic builds large
25 language models (LLMs). *Id.* ¶ 4. LLMs are text-based generative AI models trained to develop

26 ¹ The parties have agreed that Anthropic’s deadline to respond to Reddit’s Complaint is stayed
27 until 14 days after the Court issues an order resolving this motion. Order, ECF No. 14.
28 Anthropic accepts the allegations of the Complaint solely for purposes of opposing Reddit’s
motion to remand and preserves all other challenges to the Complaint, including its failure to state
a claim.

1 a functional understanding of how language works. *Id.* Once built, they can interpret and
 2 respond to a wide range of user queries like an intelligent human, allowing users to engage in
 3 general, open-ended interactions. In so doing, LLMs demonstrate complex reasoning, problem-
 4 solving, and creativity across a broad array of tasks from software coding, to writing projects, to
 5 data analysis, and beyond. *Id.* ¶ 4, n.1.

6 Anthropic’s signature commercial product, Claude, is a versatile LLM. Anthropic
 7 launched Claude in March 2023. *Id.* ¶ 6. Claude is “one of the most advanced AI chatbots
 8 created to date” and can interpret and respond to a wide range of user queries like an intelligent
 9 human.” *Id.* ¶ 50; *see also, e.g., id.* ¶¶ 8, 56. Claude is publicly available and free to use via the
 10 website claude.ai and mobile applications for Android and iOS. *Id.* ¶¶ 6, 50. Users who want to
 11 access “more queries, faster processing, and priority access during high-traffic periods” can pay
 12 for a “Pro” subscription. *Id.*

13 **B. Reddit’s Business**

14 Reddit is a social media website delivering an “online discussion platform[]” for over 100
 15 million daily active users. Compl. ¶ 3. Reddit calls itself a “steward” of the “authentic
 16 conversation” that occurs on its platform, which is to say that Reddit does not own any of the
 17 “vast corpus of public content” its users create. *Id.* ¶¶ 3–4. Instead, Reddit’s users own that
 18 content and grant Reddit a “non-exclusive license” to it. *Id.* Ex. A § 5 (Reddit User Agreement).

19 Despite not owning its users’ content, Reddit has begun pressing AI companies to pay
 20 Reddit to copy user-generated public content posted on Reddit. Compl. ¶¶ 10, 55. Certain
 21 companies, including Google and OpenAI, have agreed to pay Reddit for the right to copy Reddit
 22 content. *Id.* Others—including Anthropic, Microsoft, and Perplexity—have not. *Id.* ¶ 9, n.5.

23 **C. Reddit’s Lawsuit and Anthropic’s Removal to Federal Court**

24 On June 4, 2025,² Reddit sued Anthropic. All of Reddit’s causes of action stem from the
 25 same allegation: Anthropic “scraped” user posts and used that content for “commercial gain” to
 26 develop Claude without paying Reddit licensing fees. Compl. ¶¶ 46, 61, 69–70, 73, 77, 87, 93.
 27 Reddit defines “scraping” as using automated means to collect content from a website by

28 ² Reddit erroneously states that it filed suit on January 25, 2019. Mot. at 6.

“copying” and “downloading the copy” for further use. *See id.* ¶ 39. According to Reddit, this violates Sections 3 and 7 of the Reddit User Agreement, which together purportedly prohibit scraping (i.e., copying) content posted by Reddit users, and using that copied content for commercial gain. *Id.* ¶¶ 27–28, 30, 69–70.

Reddit packages its allegations into five state law causes of action: 1) breach of contract; 2) unjust enrichment; 3) trespass to chattels; 4) tortious interference with contract; and 5) unfair competition under California’s Business and Professional Code Section 17200. *Id.* ¶¶ 64–96. Reddit seeks compensation for the alleged benefit Anthropic derived from its use of content posted on Reddit. *Id.* On July 3, 2025, Anthropic removed the action to the Northern District of California based on copyright preemption. Notice of Removal, ECF No. 1. The same day, the parties stipulated to stay the litigation pending a private mediation. Joint Stipulation to Stay Case Pending Mediation, ECF No. 3. On July 7, 2025, the Court stayed the case through August 15, 2025. Order, ECF No. 10. The parties attended mediation on August 1, 2025 (*id.*), which was productive but ultimately unsuccessful. Joint Status Rep., ECF No. 13.

III. ARGUMENT

A. The Copyright Act Completely Preempts Reddit’s State Law Claims That Do Not Qualitatively Differ from Copyright Claims

As this Court has previously concluded, the federal Copyright Act can completely preempt state law claims. *See Yu*, 2023 WL 5671932, at *3 n.2 (collecting cases). Complete preemption is a “doctrine of jurisdiction” that provides “[o]nce an area of state law has been completely pre-empted [by federal law], any claim purportedly based on that pre-empted state law is considered, from its inception, a federal claim, and therefore arises under federal law.” *Renteria-Hinojosa v. Sunsweet Growers, Inc.*, -- F.4th ---, 2025 WL 2351203, at *8 (9th Cir. Aug. 14, 2025) (quoting *Caterpillar Inc. v. Williams*, 482 U.S. 386, 393 (1987)). In other words, where a claim is completely preempted, federal subject matter jurisdiction exists, the claim can properly be removed to federal court, and any motion to remand should be denied. *Yu*, 2023 WL 5671932, at *3.

Reddit concedes that the Copyright Act can completely preempt a state law claim and

1 correctly articulates the Ninth Circuit’s two-part test: (1) “whether the subject matter of the state
 2 law claim falls within the subject matter of copyright,” and (2) “whether the rights asserted under
 3 state law are equivalent to the rights contained in 17 U.S.C. § 106, which articulates the exclusive
 4 rights of copyright holders.” *Best Carpet Values, Inc. v. Google, LLC*, 90 F.4th 962, 971 (9th Cir.
 5 2024) (citation omitted); *see* Mot. at 11–12. Reddit does not dispute that the first element is met
 6 in this case—that the contents of Reddit (which it complains were improperly scraped) are
 7 copyrightable. Nor could it. *See, e.g., Feist Publ’ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340,
 8 345 (1991) (the “requisite level of creativity is extremely low; even a slight amount will suffice”
 9 to satisfy the originality requirement for protection under the Copyright Act). The only question,
 10 then, is whether the rights Reddit asserts are “equivalent to the rights” in the Copyright Act under
 11 the second part of the test.

12 The well-established determinant of whether the asserted rights under state law are
 13 “equivalent to the rights” in the Copyright Act is whether the claim alleges an “extra element”
 14 that “changes the *nature* of the action.” *Yu*, 2023 WL 5671932, at *4 (emphasis added) (quoting
 15 *Grosso v. Miramax Film Corp.*, 383 F.3d 965, 968 (9th Cir. 2004)). This is not a formalistic
 16 exercise in which the presence of any “extra element” automatically saves a claim, but instead “a
 17 fact-specific inquiry into the *actual* allegations underlying the claims at issue in the case, so as to
 18 determine whether the ‘gravamen’ of the state law claim asserted is the same as the rights
 19 protected by the Copyright Act.” *United Fabrics Int’l Inc. v. J.C. Penny Corp., Inc.*, No. CV 08-
 20 01936-MMM (PJWx), 2008 WL 11337642, at *5 (C.D. Cal. July 21, 2008) (citation omitted); *see*
 21 *also Laws v. Sony Music Ent., Inc.*, 448 F.3d 1134, 1144 (9th Cir. 2006). “To survive
 22 preemption, the state cause of action must protect rights that are *qualitatively different* from the
 23 rights protected by copyright.” *Yu*, 2023 WL 5671932, at *4 (emphasis added) (quoting *Grosso*,
 24 383 F.3d at 968). Where, by contrast, “the gravamen of . . . state law claims . . . ‘is one that is
 25 infringed by the mere act of reproduction, performance, distribution or display[.]’ . . . then such
 26 right is preempted.” *Sybersound Recs., Inc. v. UAV Corp.*, No. CV 05-5861-JFW (FMOx), 2005
 27 WL 8156567, at *6 (C.D. Cal. Nov. 7, 2005) (internal citation omitted).

28 Here, there is no qualitative difference between copyright and Reddit’s claims for breach

1 of contract, unjust enrichment, tortious interference, or the portions of its unfair competition
 2 claim premised on the same theories. Those claims are based on allegations that Anthropic
 3 copied and used posts by Reddit users without Reddit’s authorization and without paying. Those
 4 claims sound in copyright, which brings this case within the exclusive jurisdiction of federal
 5 courts—despite Reddit’s efforts to affix state law labels to its causes of action.

6 **1. Reddit’s Breach of Contract Claim Is Preempted**

7 A claim that someone is copying and using works without authorization, no matter the
 8 artfully pled label, is a copyright claim. Reddit’s breach of contract claim fits this definition
 9 because it seeks to prohibit Anthropic’s purported unauthorized copying and use of user content
 10 on Reddit. Reddit admits in its Opening Brief that its contract claim has at its “core” alleged
 11 unauthorized copying: “[T]he core of Reddit’s contract claim is that Anthropic’s commercial
 12 exploitation of Reddit’s platform through improper use and scraping violates the Reddit User
 13 Agreement.” Mot. at 15.

14 Reddit’s Complaint confirms that its contract claim in fact sounds in copyright. Reddit
 15 asserts breach of only two sections of its User Agreement: Sections 3 and 7. Compl. ¶¶ 69–70.
 16 Taken together, these provisions prohibit “parties from scraping content from Reddit’s
 17 platform”—defined as “copying” content from a website’s server and “downloading the copy”—
 18 and “from using content accessed thereby [i.e., by scraping] for commercial gain.” Compl. ¶¶ 39,
 19 69–70; *see also id.* ¶¶ 27–28, 30. Put another way, the terms Reddit actually seeks to enforce are
 20 designed to vindicate rights that are functionally equivalent to those granted exclusively to
 21 copyright holders under the Copyright Act. *See* 17 U.S.C. § 106. That is a copyright claim—and
 22 it is completely preempted.

23 Contrary to Reddit’s suggestion that breach of contract claims are somehow exempt from
 24 preemption (Mot. at 13), courts in the Ninth Circuit have *routinely* found preempted breach of
 25 contract claims that are fundamentally based on allegations of unauthorized copying and use of
 26 the work. For example, in *Best Carpet Values*, the Ninth Circuit affirmed that plaintiffs’ implied-
 27 in-law contract claim about Google copying their websites to serve as advertisements was
 28 preempted because it was “not materially different from a claim for copyright infringement.” 90

1 F.4th at 974 (citation omitted). Similarly, in *United Fabrics International, Inc.*, the court found
 2 plaintiff’s claim for breach of contract was preempted, because plaintiff failed “to plead an ‘extra
 3 element’ beyond defendants’ agreement not to infringe its designs.” 2008 WL 11337642, at *8.
 4 Likewise, the court in *Experexchange, Inc. v. Doculex, Inc.* found that nominally contractual
 5 claims alleging defendants’ “unauthorized use of [plaintiff’s] software in its products” were
 6 preempted under the Copyright Act. No. CV 08-03875-JCS, 2009 WL 3837275, at *24–26 &
 7 n.23 (N.D. Cal. Nov. 16, 2009).³

8 Reddit’s breach of contract claim has no extra elements that save it from preemption.
 9 Reddit seeks to rely on easily distinguishable authority where the contractual terms at issue
 10 imposed “extra obligations beyond those imposed by the Copyright Act.” *See Craigslist, Inc. v.*
 11 *Autoposterpro, Inc.*, No. CV 08-05069 SBA, 2009 WL 890896, at *2 (N.D. Cal. Mar. 31, 2009)
 12 (contractual terms included “not to post listings on behalf of third parties, post outside of a
 13 designated geographic area or in more than one category, use automated posting devices, or send
 14 unsolicited email advertisements”); *Craigslist Inc. v. 3Taps Inc.*, 942 F. Supp. 2d 962, 977 (N.D.
 15 Cal. 2013) (terms of use “d[id] not merely prohibit copying or reusing content, but rather
 16 include[d] accessing the website for inappropriate purposes, using the website to develop
 17 computer programs and services that interact with Craigslist, and circumventing technological
 18 measures intended to restrict access to the website”); *MDY Indus., LLC v. Blizzard Ent., Inc.*, 629
 19 F.3d 928, 936, 957–58 (9th Cir. 2010) (no preemption of a tortious interference claim because the
 20 terms of service at issue covered more than just copyright-like rights—including defendant’s
 21 marketing of automated bot software designed to play early levels of plaintiff’s World of
 22 Warcraft videogame for purchasers of the software).⁴ Here, however, Reddit’s arguments for an

23 ³ *See also, e.g., Rumble, Inc. v. Daily Mail & Gen. Tr. PLC*, No. CV 19-08420-CJC(Ex), 2020
 24 WL 2510652, at *3 (C.D. Cal. Feb. 12, 2020); *ISE Ent. Corp. v. Longarzo*, No. CV 17-9132-
 25 MWF(JCx), 2018 WL 1569803, at *9 (C.D. Cal. Feb. 2, 2018); *Jacobsen v. Katzer*, 609 F. Supp.
 2d 925, 933 (N.D. Cal. 2009); *Morris v. Atchity*, No. CV 08-5321-RSWL, 2009 WL 463971, at
 *8 (C.D. Cal. Jan. 13, 2009).

26 ⁴ *See also Ryan v. Editions Ltd. West, Inc.*, 786 F.3d 754, 761 (9th Cir. 2015) (addressing “right to
 27 enforce a contractual fee-shifting provision against [a] contracting partner,” which had “little, if
 28 anything, to do with the exclusive rights or subject matter of copyright”); *Meridian Project Sys.,
 Inc. v. Hardin Constr. Co.*, 426 F. Supp. 2d 1101, 1109 (E.D. Cal. 2006) (prohibition on reverse

1 extra element are all unavailing.

2 *First*, Reddit draws a distinction with no difference by focusing on allegations about
 3 Anthropic’s purported “commercial exploitation” of user content. Mot. at 13. That is not an
 4 extra element—“every commercial use of copyrighted material is presumptively an unfair
 5 exploitation of the monopoly privilege that belongs to the owner of the copyright.” *Sony Corp. of*
 6 *Am. v. Universal City Studios, Inc.*, 464 U.S. 417, 451 (1984). Recognizing this fact, courts have
 7 expressly held that commercial use does not add anything of substance to the rights protected by
 8 the Copyright Act. *See, e.g., Best Carpet Values*, 90 F.4th at 973–74 (Google’s commercial
 9 exploitation of plaintiff’s copyrighted material “maps neatly onto the damage requirement for any
 10 successful copyright claim”); *Laws*, 448 F.3d at 1145 (right to publicity claim preempted because
 11 “[t]he additional element of ‘commercial purpose’ does not change the underlying nature of the
 12 action”); *Kinsley v. Udemy, Inc.*, No. 19-CV-04334-JSC, 2021 WL 1222489, at *7 (N.D. Cal.
 13 Mar. 31, 2021) (“additional allegations that [defendant] ‘refus[ed] to remit revenues’ earned from
 14 the infringing content do not make this claim ‘qualitatively different’ from” copyright), *aff’d*, No.
 15 21-15787, 2022 WL 10966073 (9th Cir. Oct. 19, 2022). Thus, at its core, Reddit’s breach of
 16 contract claim is nothing more than an allegation that Anthropic copied and used content posted
 17 on Reddit without permission.

18 *Second*, Reddit misses the point when it asserts that its User Agreement includes terms
 19 and conditions “that have nothing to do with rights similar to those protected by copyrights.”
 20 Mot. at 14. Preemption law does not ask whether the entire User Agreement addresses only
 21 copyright-like rights. Preemption law looks at Reddit’s claims in this case. *See Synopsys, Inc. v.*
 22 *Real Intent, Inc.*, No. 20-cv-02819-EJD, 2025 WL 929952, *6 (N.D. Cal. Mar. 27, 2025)
 23 (endorsing preemption analysis that considers “the right implicated in each of the . . . license
 24 agreement’s individual provisions rather than the agreement as a whole.”). Reddit’s allegations
 25 of breach are based on Sections 3 and 7 of the User Agreement only and accuse Anthropic of

26 _____
 27 engineering the licensed software was “not within the scope of the exclusive rights of
 28 copyright”); *cf. Yu*, 2023 WL 5671932 at * 6 (no preemption of unfair competition claim
 premised not only on allegations of scraping and reproduction but also on using that data as part
 of a fraudulent scheme to produce “inflated engagement metric data” to investors and lenders).

1 copying content from Reddit’s platform without authorization (*id.* ¶ 69), and using this content
 2 for commercial purposes (*id.* ¶ 70). Reddit cannot brush away the terms of its own agreement as
 3 “incidental” (Mot. at 14) where those terms are the ones allegedly being breached, and its breach
 4 allegations are not qualitatively different from allegations of copyright violation.

5 *Third*, Reddit errs in arguing that its breach-of-contract claim should not be preempted
 6 because copyrights “are exclusive right[s] against the world,” and Reddit is only seeking to
 7 enforce rights against Anthropic. Mot. at 15. Reddit’s theory would automatically take any
 8 breach-of-contract claim outside the scope of preemption. That is not the law. Indeed, even the
 9 out-of-Circuit decisions Reddit cites refuse to adopt Reddit’s brightline rule that breach of
 10 contract claims can never be preempted. *See, e.g., Bowers v. Baystate Techs., Inc.*, 320 F.3d
 11 1317, 1323–24 (Fed. Cir. 2003) (applying First Circuit law and explaining that “federal regulation
 12 may preempt private contract” and “claims might be preempted [where] those extra elements are
 13 illusory” (citation omitted)).⁵ Instead, the “fact-specific inquiry into the actual allegations”
 14 underlying Reddit’s claim for breach of contract shows that the “gravamen” of the claim is the
 15 “same as the rights protected by the Copyright Act.” *United Fabrics Int’l, Inc.* 2008 WL
 16 11337642, at *5 (emphasis omitted).

17 In sum, Reddit’s claim for breach of contract is nothing more than an artfully pled claim
 18 for violation of a copyright-like right and so is completely preempted by the Copyright Act.

19 **2. Reddit’s Unjust Enrichment Claim Is Preempted**

20 Reddit’s unjust enrichment claim is also preempted. Reddit’s claim is based on its
 21 allegation that “Anthropic scraped and used Reddit content to train and power a model that has
 22 enriched Anthropic to the tune of billions of dollars.” Compl. ¶ 73. This amounts to nothing

23 ⁵ *See also Utopia Provider Sys., Inc. v. Pro-Med Clinical Sys., LLC*, 596 F.3d 1313, 1326–27
 24 (11th Cir. 2010) (holding that proving “a valid license agreement” “constitutes an ‘extra
 25 element’” for preemption analysis purposes and distinguishing “two-party contracts” from other
 26 contracts that may be preempted); *ProCD, Inc. v. Zeidenberg*, 86 F.3d 1447, 1455 (7th Cir. 1996)
 27 (“Like the Supreme Court in *Wolens*, we think it prudent to refrain from adopting a rule that
 28 anything with the label ‘contract’ is necessarily outside the preemption clause: the variations and
 possibilities are too numerous to foresee.”); *Nat’l Car Rental Sys., Inc. v. Computer Assocs. Int’l, Inc.*, 991 F.2d 426, 432 (8th Cir. 1993) (“a breach of contract claim alleging nothing more than an
 act of infringement is preempted”); *Taquino v. Teledyne Monarch Rubber*, 893 F.2d 1488, 1501
 (5th Cir. 1990) (contrasting the “action for breach of contract involv[ing] an element in addition
 to mere reproduction, distribution or display” with claims that were preempted).

1 more than a claim that Anthropic copied Reddit content without authorization and used it
 2 commercially. The Copyright Act exclusively covers these types of rights and, therefore,
 3 Reddit’s unjust enrichment claim is completely preempted and subject to removal.

4 “The Ninth Circuit recognizes that state law claims for unjust enrichment are generally
 5 preempted by the Copyright Act.” *Schrichte v. Tilleman*, No. CV 24-28-M-DLC-KLD, 2025 WL
 6 1943012, at *5 (D. Mont. June 30, 2025) (citing *Best Carpet Values*, 90 F.4th at 972, and *Montz*
 7 *v. Pilgrim Films & Television, Inc.*, 649 F.3d 975, 976–77 (9th Cir. 2011)). This includes unjust
 8 enrichment claims based specifically on alleged authorized use of copyrightable material to train
 9 AI models. *See Kadrey v. Meta Platforms, Inc.*, No. 23-cv-03417-VC, 2023 WL 8039640, at *2
 10 (N.D. Cal. Nov. 20, 2023); *Andersen v. Stability AI Ltd.*, 744 F. Supp. 3d 956, 972 (N.D. Cal.
 11 2024).⁶ And the principle applies more broadly as well. Courts regularly find unjust enrichment
 12 claims premised on the alleged unauthorized use of copyrighted materials to obtain a benefit to be
 13 preempted. *See, e.g., Daniher v. Pixar Animation Studios*, No. 22-cv-00372-BLF, 2022 WL
 14 1470480, at *4–5 (N.D. Cal. May 10, 2022) (finding preemption and collecting cases); *see also*
 15 Nimmer on Copyright § 1.15[G] (2023) (a “state law cause of action for unjust enrichment or
 16 *quasi* contract should be regarded as an ‘equivalent right’ and, hence, preempted insofar as it
 17 applies to copyright subject matter”).

18 Indeed, the Ninth Circuit has already foreclosed Reddit’s contention (Mot. at 16–17) that
 19 commercial benefits from using content, without more, provide an extra element that saves its

20 ⁶ Both *Kadrey* and *Andersen* involved plaintiffs that were the owners of the copyrighted works at
 21 issue, while Reddit does not own the user content at the heart of its unjust enrichment claim. But
 22 this distinction does not help Reddit avoid preemption, because the **rights** it seeks to exploit
 23 through its unjust enrichment claim are covered by the Copyright Act. Therefore, they are
 24 preempted even though Reddit would not have standing to pursue a copyright claim of its
 25 own. *See OEG Inc. v. Korum*, No. 3:24-cv-05694-TMC, 2025 WL 353927, at *10 (W.D. Wash.
 26 Jan. 31, 2025) (holding that lack of copyright does not bear on preemption) (quoting *Firoozye v.*
 27 *Earthlink Network*, 153 F. Supp. 2d 1115, 1124 (N.D. Cal. 2001) (“WebStash does not
 28 necessarily have to be actually protected by a specific copyright or even itself be copyrightable; it
 just has to be ‘within the subject matter’ of the Act.”) and quoting *Touch Networks, Inc. v. Gogi*
Design, LLC, No. C07-1686MJP, 2007 WL 9775634, at *3 (W.D. Wash. Dec. 20, 2017) (“When
 determining whether a claim meets the preemption requirements, the work at issue need not be
 protected by a copyright, it merely has to be ‘within the subject matter’ of the Copyright Act.”
 (citation omitted)); *see also Laws*, 448 F.3d at 1136 (finding claims preempted where third party
 held copyright to recordings at issue); *Morris*, 2009 WL 463971, at *8 (finding breach of contract
 claim preempted after determining that plaintiff did not hold copyright to the work central to the
 claim).

1 unjust enrichment claim from preemption. In *Best Carpet Values*, plaintiffs alleged that Google
 2 was unjustly enriched by its copying and subsequent use of plaintiffs’ website, because Google
 3 “occupied valuable space on the websites of class members that Google should have paid for
 4 because it obtained all the benefits of advertising from use of that space.” 90 F.4th at 966–67
 5 (internal quotation marks and alterations omitted). The court, however, held that plaintiffs’ unjust
 6 enrichment claim was completely preempted as not “materially different from a claim for
 7 copyright infringement.” *Id.* at 974 (citation omitted). In doing so, the court expressly rejected
 8 plaintiffs’ argument that the financial benefits Google derived provided the requisite “extra
 9 element” to avoid preemption, because financial benefits “map[] neatly onto the damages
 10 requirement for any successful copyright claim.” *Id.* at 973–74 (citing 17 U.S.C. § 504(a)(1));
 11 *see also Metrano v. Fox Broad. Co.*, No. CV 00-02279-CAS (JWJx), 2000 WL 979664, at *6
 12 (C.D. Cal. Apr. 24, 2000) (holding that plaintiff’s breach-of-implied-contract claim was
 13 preempted, because “a promise not to benefit from a copyrightable work is insufficient to
 14 constitute an extra element which would distinguish the claim from one entitled to copyright
 15 protection”); *Sony Corp. of Am.*, 464 U.S. at 451 (“[E]very commercial use of copyrighted
 16 material is presumptively an unfair exploitation of the monopoly privilege that belongs to the
 17 owner of the copyright.”).

18 Reddit fares no better when it asserts that there can be no preemption of an unjust
 19 enrichment claim “premised on an allegation that the defendant benefited from the works by
 20 violating the parties’ contract.” Mot. at 16. This mischaracterizes Reddit’s claim as pled, which
 21 is not predicated on any breach of contract. Compl. ¶¶ 73–74. Unlike the cases on which it seeks
 22 to rely, Reddit does not identify any contractual terms, such as a promise to pay, as the basis for
 23 its unjust enrichment claim. *Cf. Grosso*, 383 F.3d at 968; *Cadkin v. Loose*, No. SACV 08-1580
 24 JVS (SHx), 2008 WL 11336390, at *3 (C.D. Cal. Apr. 24, 2008); *Schrichte*, 2025 WL 1943012 at
 25 *5–6 (all holding that a promise to pay constituted an extra element of the unjust enrichment
 26 claims at issue). Quite the opposite, in fact: Reddit’s lawsuit against Anthropic is predicated in
 27 large part on Reddit’s disappointment with Anthropic’s decision *not* to agree to pay Reddit for
 28 public Reddit user content, or to enter into a licensing agreement with Reddit requiring use of a

1 Compliance API. Compl. ¶¶ 56, 71, 87; *see also Firoozye*, 153 F. Supp. 2d at 1128 (finding the
 2 “plaintiff’s unjust enrichment claim, which at its core alleges that the defendants unfairly
 3 benefitted from their unauthorized use of [software],” preempted based on the lack of any extra
 4 element).

5 The fact that Reddit’s unjust enrichment claim is “pled in the alternative” to breach of
 6 contract does not matter. *See* Mot. at 17. Reddit’s cases do not stand for the proposition that
 7 pleading in the alternative is some sort of talisman that wards off preemption. Rather, those
 8 authorities found that the specific unjust enrichment claims before them were not preempted,
 9 because they were pled in the alternative to non-preempted claims. *See New Parent World, LLC*
 10 *v. True to Life Prods., Inc.*, No. CV-23-08089-PCT-DGC, 2024 WL 1658161, at *2 & n.2 (D.
 11 Ariz. Apr. 17, 2024) (amendment of unjust enrichment claim would not be futile where defendant
 12 did not contend that plaintiff’s breach of contract claim was preempted); *Perfect 10, Inc. v.*
 13 *Google, Inc.*, No. CV 04-9484 AHM (SHx), 2008 WL 4217837, at *9 (C.D. Cal. July 16, 2008)
 14 (because unjust enrichment claim was based at least in part on non-preempted theories, such as
 15 the right of publicity or trademark, it was “not necessarily preempted by the Copyright Act” and
 16 amendment would not be futile). But here, even if Reddit’s “pled in the alternative” label
 17 sufficiently invoked contract, its breach of contract claim is preempted too.

18 In sum, despite the various labels and extra elements Reddit tries to affix to its unjust
 19 enrichment claim, at its core, Reddit’s claim is that Anthropic copied user content from Reddit
 20 without authorization and benefitted from it. This is a right expressly covered by the Copyright
 21 Act and therefore, Reddit’s unjust enrichment claim is completely preempted.

22 **3. Reddit’s Tortious Interference Claim Is Preempted**

23 Reddit’s tortious interference claim is likewise completely preempted because it too is
 24 based on Anthropic’s alleged unauthorized copying, i.e., “scraping,” of Reddit users’ content, and
 25 lacks any qualitatively different extra element required to escape preemption and removal. *Del*
 26 *Madera Props. v. Rhodes & Gardner, Inc.*, 820 F.2d 973, 977 (9th Cir. 1987). Reddit attempts to
 27 manufacture an “extra element” by claiming that Anthropic’s conduct “diminish[es] Reddit’s
 28 ability to fulfill its contractual obligations to its users regarding their privacy.” Mot. at 18. But

1 Reddit cannot identify a single specific contractual duty it owes to its users that Anthropic
 2 allegedly interfered with and so it cannot show that there exists an extra element that alters the
 3 fundamental nature of its claim.

4 None of the contracts Reddit identifies—Reddit’s User Agreement, Reddit’s Privacy
 5 Policy, and Reddit’s Public Content Policy (Compl. ¶¶ 33–36, 40–41, 55, 84–86, Ex. A)—contain
 6 enforceable user rights that would support an interference claim. Reddit’s vague assertion that it
 7 “aims to protect Reddit’s users’ privacy rights” (Mot. at 18) is not enough, particularly when
 8 Reddit’s actual contract grants it sweeping rights to users’ content. Compl. Ex. A, § 5 (giving
 9 Reddit “a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and
 10 sublicensable license to use, copy, modify, adapt, prepare derivative works of, distribute, store,
 11 perform, and display” user content). Reddit provides no contractual mechanism by which users
 12 could compel Reddit to enforce content deletion requests against third parties, nor does Reddit
 13 promise that such enforcement will occur. *See generally* Reddit User Agreement, Compl. Ex. A;
 14 Compl. ¶ 87. Indeed, by retaining a “perpetual, irrevocable” license to “display” user content,
 15 Reddit’s User Agreement suggests to its users that Reddit can retain and display their content
 16 forever. And Reddit’s allegation that Anthropic “bypass[ed] connecting” to Reddit’s Compliance
 17 API merely reiterates Reddit’s disappointment that Anthropic did not enter into a licensing
 18 agreement requiring the use of the Compliance API; it does not identify any contractual right that
 19 was violated. Compl. ¶ 87.

20 As such, Reddit’s claim is nothing like those in the *Altera* and *MDY Industries* cases on
 21 which it seeks to rely. *See* Mot. at 18–19. In *Altera Corp. v. Clear Logic, Inc.*, the defendant’s
 22 business model required its customers to violate a provision of the plaintiff’s software license
 23 agreement containing an explicit prohibition against using the software for any purpose other than
 24 programming the plaintiff’s own chips. 424 F.3d 1079, 1082, 1089 (9th Cir. 2005). In *MDY*
 25 *Industries, LLC v. Blizzard Entertainment, Inc.*, the rightsholder’s license agreement prohibited
 26 users from using bots to automatically play a videogame, and the defendant (a third-party bot
 27 seller) allegedly interfered with that specific contractual restriction. 629 F.3d at 941, 957. In
 28 other words, both cases involved “specific provisions of th[e] agreements that created rights” that

were “qualitatively different” from copyright because they restricted use of copyrighted works in defined circumstances beyond mere reproduction. *Media.net Advert. FZ-LLC v. NetSeer, Inc.*, 156 F. Supp. 3d 1051, 1071–72 (N.D. Cal. 2016). In this case, by contrast, Reddit’s entire interference theory rests on the unauthorized copying of user content—conduct that falls squarely within copyright’s exclusive reproduction right.

The “intent element” of Reddit’s interference claim does not suffice to defeat preemption either. *Cf.* Mot. at 19. The court addressed that very issue in the *Media.net Advertising FZ-LLC v. NetSeer, Inc.* case. “The fact that [tortious interference], unlike copyright infringement, requires awareness of the conflicting contract and an intentional interference with it merely means that the state-created right is narrower than its copyright counterpart, not that it is qualitatively different so as to preclude [Copyright Act] pre-emption.” *Media.net Advert. FZ-LLC*, 156 F. Supp. 3d at 1071 (quoting 1 Nimmer on Copyright § 1.01).

4. Most of Reddit’s UCL Claim Is Preempted

Nearly all of Reddit’s UCL claim is premised on Anthropic’s alleged copying and use of Reddit users’ content and is therefore completely preempted by federal copyright law. Reddit argues that it has “alleged UCL violations under each prong—unlawfulness, unfairness, and fraud” (Mot. at 19), but none of these allegations qualitatively differ from a copyright claim.

Allegedly Unlawful Conduct. Under the “unlawful” prong, Reddit relies on tortious interference and trespass to chattels. Anthropic agrees that Reddit’s trespass to chattels claim is not preempted. *See* Notice of Removal, ECF No. 1 ¶¶ 7, 8 (describing four of Reddit’s causes of action as preempted). Reddit’s tortious interference claim is another story. There is no wrongful conduct alleged in that claim other than Anthropic’s copying and use of Reddit users’ content, and it is therefore preempted. *See supra* Section III.B.3. So too, therefore, is the portion of Reddit’s unfair competition claim that relies on tortious interference. *Cf. Jonathan Browning, Inc. v. Venetian Casino Resort, LLC*, No. C 07-3983 JSW, 2007 WL 4532214, at *10 (N.D. Cal. Dec. 19, 2007) (cited Mot. at 20) (no preemption of tortious-interference claim where defendant-buyer “used deceptive and unfair means to learn the identity of [the manufacturer], and then approached the [manufacturer] directly,” because “the loss of [a third-party manufacturer’s]

professional services” is “not an exclusive right granted in copyright law.”).

Allegedly Unfair Conduct.⁷ Although Reddit lumps together its unfair and unlawful allegations, the only conduct at issue that is not alleged tortious interference or trespass to chattels is “taking possession of Reddit content and data without authority or permission.” Compl. ¶ 93; Mot. at 20. “Taking possession ” is another way to say “copying.” Once again, nothing in Reddit’s Complaint renders this claim qualitatively different from a copyright claim. Thus, as in *Yu*, Reddit’s UCL claim under the “unfair” prong is completely preempted because it is “premised on allegations that [Anthropic] scraped social media content” and subsequently used that content without Reddit’s “consent.” 2023 WL 5671932, at *6 (internal quotation marks and citation omitted); *see also Sulit v. Sound Choice, Inc.*, No. C06-00045 MJJ, 2006 WL 8442163, at *8 (N.D. Cal. Nov. 14, 2006) (UCL claim preempted by Copyright Act because the “essence of” claim was “alleged unauthorized use of . . . copyrighted work”); *accord N.Y. Times Co. v. Microsoft Corp.*, 777 F. Supp. 3d 283, 319, 322 (S.D.N.Y. 2025) (Copyright Act preempted New York unfair-competition claim based on allegations that “defendants engage in unfair competition by using plaintiffs’ works, without authorization by plaintiffs, to train their LLMs” (citation omitted)).

Allegedly Fraudulent Conduct. Reddit asserts that its claim under the “fraud” prong has an extra element—but it fails to plead anything that alters the nature of the claim beyond one sounding in copyright. Reddit points to its allegation that Anthropic “falsely stat[ed] that it was no longer scraping the Reddit platform, even as Anthropic continued to scrape to acquire and use Reddit content to train its AI models for commercial gain.” Mot. at 20 (citation omitted). That is legally insufficient. Where an alleged “misrepresentation” is simply a “failure to disclose” alleged infringement, it is not an “extra element.” *Sybersound Recs., Inc.*, 2005 WL 8156567, at *6 (finding fraud claim based on failure to disclose infringement was “merely copyright

⁷ Reddit is not a consumer and its failure to allege any “legislatively declared policy” to which its unfairness claim is “tethered” renders it a nonstarter. *NorthBay Healthcare Grp. - Hosp. Div. v. Blue Shield of Cal. Life & Health Ins.*, 342 F. Supp. 3d 980, 988 (N.D. Cal. 2018) (quoting *Cel-Tech Commc’ns, Inc. v. L.A. Cellular Tel. Co.*, 20 Cal. 4th 163, 186 (1999)).

infringement claim[] dressed up to look like state law claim[]”).⁸ Instead, as Reddit’s own authority confirms,⁹ a true extra element requires allegations about reliance on or harm arising from the alleged false statement rather than the copying. Reddit pleads no such harm. The only harm it alleges stems from Anthropic’s allegedly unauthorized copying and use of Reddit users’ content. Compl. ¶ 93, This does not defeat preemption.

B. The Court Should Exercise Supplemental Jurisdiction Over Reddit’s Remaining Claims

Because there is federal question jurisdiction over the majority of Reddit’s claims, removal of the case (and those claims) was proper. For the remaining claims (i.e., trespass to chattels and unfair competition based on the same theory), the Court can and should exercise supplemental jurisdiction. *See* 28 U.S.C. § 1367(a). Supplemental jurisdiction is available and appropriate where the non-preempted claims share a “common nucleus of operative fact.” *See United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 725 (1966); *Arizona v. Cook Paint & Varnish Co.*, 541 F.2d 226, 227 (9th Cir. 1976). Here, there can be no serious disagreement that all Reddit’s claims—including trespass to chattels and unfair competition—are rooted in the same alleged unauthorized copying of Reddit user content.

Although Reddit invites the Court to exercise its discretion to decline supplemental jurisdiction (Mot. at 21), all of the *Gibbs* factors that inform that decision—“economy, convenience, fairness, and comity”—favor exercising jurisdiction. *See Acri v. Varian Assocs., Inc.*, 114 F.3d 999, 1001 (9th Cir. 1997), *as amended* (Oct. 1, 1997) (citing *Gibbs*, 383 U.S. at 726). It would best serve judicial economy, convenience, and fairness for the district court to

⁸ *See also McCormick v. Sony Pictures Ent.*, No. CV 07-05697-MMM (PLAx), 2008 WL 11336160, at *10 (C.D. Cal. Nov. 17, 2008); *Idema v. Dreamworks, Inc.*, 162 F. Supp. 2d 1129, 1191–92 (C.D. Cal. 2001); *Giddings v. Vision House Prod., Inc.*, No. CV 05-2963-PHX-MHM, 2007 WL 2274800, at *3 (D. Ariz. Aug. 7, 2007).

⁹ *Wimer v. Reach Out Worldwide, Inc.*, No. CV 17-1917-RSWL-ASx, 2017 WL 5635461, at *5 (C.D. Cal. July 13, 2017) (finding plaintiff’s fraud claim not preempted because he alleged reliance on a promise of compensation for use of his works that defendant then stole from storage devices); *Valente-Kritzer Video v. Pinckney*, 881 F.2d 772, 774, 776 (9th Cir. 1989) (defendant “intentionally misrepresented its intent to perform the contract” with plaintiff and instead contracted with third party directly); *Yu*, 2023 WL 5671932, at *1, 6 (whistleblower alleged that defendant acted fraudulently under UCL by posting misappropriated videos from competitor sites on “its own video services” to “inflate[] engagement metric data [that] was provided to investors and lenders”)

1 retain jurisdiction over the entirety of Reddit’s Complaint given that all of Reddit’s claims arise
 2 from a common nucleus of operative fact. And Reddit’s claims raise no novel or complex
 3 questions of state law that implicate issues of comity and make supplemental jurisdiction less
 4 appropriate. *Cf. Yu*, 2023 WL 5671932 at *3, 7 (declining to exercise supplemental jurisdiction
 5 over “purely state law” whistleblower retaliation claims and issues related to the plaintiff’s
 6 discriminatory termination).

7 Nothing about *Royal Canin U.S.A., Inc. v. Wullschleger*, 604 U.S. 22 (2025), which
 8 Reddit cites (Mot. at 21), requires or even supports declining to exercise supplemental
 9 jurisdiction. *Royal Canin* simply clarified that a post-removal amendment of a complaint divests
 10 the district court of jurisdiction where a plaintiff alleges both federal and state law claims, but
 11 after removal decides to “delete its every mention” of the previously pled federal claim. 604 U.S.
 12 at 28–29. That is not the procedural posture here, where Reddit, as “master of the complaint,”
 13 chose to assert state law claims that are completely preempted by federal copyright law. This
 14 Court may and should exercise supplemental jurisdiction because “at least one” of Reddit’s state
 15 law claims is completely preempted, and all claims are directed to the same nucleus of operative
 16 fact. *Daniher*, 2022 WL 1470480, at *1, 5.

17 **IV. CONCLUSION**

18 Because federal copyright law completely preempts at least one of (and indeed the
 19 majority of) Reddit’s claims, this Court has federal question jurisdiction, removal was proper, and
 20 Reddit’s Motion to Remand should be denied.

21 Dated: September 16, 2025

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 23
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